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Attorneys for Complainant

**BEFORE THE  
PHYSICAL THERAPY BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

ANDREW GALYUK  
493 Pebble Drive  
El Sobrante, CA 94803

Physical Therapy Assistant License No. AT-6612  
Respondent.

Case No. ID 2005 64334

OAH No. N2006110293

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the  
above-entitled proceedings that the following matters are true:

**PARTIES**

1. Steven K. Hartzell (Complainant) is the Executive Officer of the Physical  
Therapy Board of California. He brought this action solely in his official capacity and is  
represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California,  
by Catherine E. Santillan, Senior Legal Analyst.

2. Respondent Andrew Galyuk (Respondent) is represented in this  
proceeding by attorney Mitchell Green, whose address is 821 Bancroft Way, Berkeley, CA  
94710.

3. On or about December 11, 2003, the Physical Therapy Board of California

1 issued Physical Therapy Assistant License No. AT-6612 to Andrew Galyuk (Respondent). The  
2 License was in full force and effect at all times relevant to the charges brought in Accusation No.  
3 ID 2005 64334 and will expire on October 31, 2007, unless renewed.

#### 4 JURISDICTION

5 4. Accusation No. ID 2005 64334 was filed before the Physical Therapy  
6 Board of California (Board), Department of Consumer Affairs, and is currently pending against  
7 Respondent. The Accusation and all other statutorily required documents were properly served  
8 on Respondent on October 23, 2006. Respondent timely filed his Notice of Defense contesting  
9 the Accusation. A copy of Accusation No. ID 2005 64334 is attached as exhibit A and  
10 incorporated herein by reference.

#### 11 ADVISEMENT AND WAIVERS

12 5. Respondent has carefully read, fully discussed with counsel, and  
13 understands the charges and allegations in Accusation No. ID 2005 64334. Respondent has also  
14 carefully read, fully discussed with counsel, and understands the effects of this Stipulated  
15 Settlement and Disciplinary Order.

16 6. Respondent is fully aware of his legal rights in this matter, including the  
17 right to a hearing on the charges and allegations in the Accusation; the right to be represented by  
18 counsel at his own expense; the right to confront and cross-examine the witnesses against him;  
19 the right to present evidence and to testify on his own behalf; the right to the issuance of  
20 subpoenas to compel the attendance of witnesses and the production of documents; the right to  
21 reconsideration and court review of an adverse decision; and all other rights accorded by the  
22 California Administrative Procedure Act and other applicable laws.

23 7. Respondent voluntarily, knowingly, and intelligently waives and gives up  
24 each and every right set forth above.

#### 25 CULPABILITY

26 8. Respondent admits the truth of each and every charge and allegation in  
27 Accusation No. ID 2005 64334.

28 9. Respondent agrees that his Physical Therapy Assistant License is subject

1 to discipline and he agrees to be bound by the Physical Therapy Board of California (Board) 's  
2 imposition of discipline as set forth in the Disciplinary Order below.

3 CONTINGENCY

4 10. This stipulation shall be subject to approval by the Physical Therapy Board  
5 of California. Respondent understands and agrees that counsel for Complainant and the staff of  
6 the Physical Therapy Board of California may communicate directly with the Board regarding  
7 this stipulation and settlement, without notice to or participation by Respondent or his counsel.  
8 By signing the stipulation, Respondent understands and agrees that he may not withdraw his  
9 agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon  
10 it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement  
11 and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be  
12 inadmissible in any legal action between the parties, and the Board shall not be disqualified from  
13 further action by having considered this matter.

14 11. The parties understand and agree that facsimile copies of this Stipulated  
15 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same  
16 force and effect as the originals.

17 12. In consideration of the foregoing admissions and stipulations, the parties  
18 agree that the Board may, without further notice or formal proceeding, issue and enter the  
19 following Disciplinary Order:

20 DISCIPLINARY ORDER

21 IT IS HEREBY ORDERED that Respondent Andrew Galyuk's Physical Therapy  
22 Assistant License will be issued and automatically revoked. The revocation will be stayed and  
23 the Respondent placed on three (3) years probation on the following terms and conditions:

24 1. RESTRICTION OF PRACTICE - PRESENCE OF ANOTHER  
25 PHYSICAL THERAPIST REQUIRED

26 PHYSICAL THERAPIST ASSISTANT: For the first year of probation, a physical therapist  
27 must be present in the same facility where respondent is working, except for the home health  
28 setting as provided in this disciplinary order.

1                   2.     RESTRICTION OF PRACTICE - HOME CARE The respondent shall  
2 only work in the home care setting when supervised by Marat Diner, License number PT 24004,  
3 and employed by In Care Home Health Services, San Francisco, California. Any changes in the  
4 physical therapy supervisor or employing agency must be approved in writing in advance by the  
5 Board's probation monitor and Executive Officer.

6                   3.     RESTRICTION OF PRACTICE - TEMPORARY SERVICES AGENCY  
7 OR REGISTRY WORK The respondent shall not work for any temporary services agency or  
8 registry for the duration of probation, except for Career Staff Unlimited temporary services  
9 agency providing care at St. Mary's Hospital in San Francisco, California and Sutter Vallejo in  
10 Vallejo, California . Any changes in the places where physical therapy assistant services are  
11 provided through Career Staff Unlimited must be approved in writing in advance by the Board's  
12 probation monitor and Executive Officer.

13                  4.     PROBATION MONITORING COSTS Respondent shall reimburse all  
14 costs incurred by the Board for probation monitoring during the entire period of probation.  
15 Respondent will be billed at least quarterly. Such costs shall be made payable to the Physical  
16 Therapy Board of California. Failure to make ordered reimbursement within 60 days of the  
17 billing shall constitute a violation of the probation order.

18                  5.     COST RECOVERY The respondent is ordered to reimburse the Board  
19 the actual and reasonable investigative and prosecutorial costs incurred by the Board in the  
20 amount of \$7,975.75. Said costs shall be reduced, however, and the remainder forgiven, if  
21 Respondent pays \$1,000.00 within 90 days of the effective date of the Decision. In the event  
22 Respondent fails to pay within thirty (90) days of the Decision, the full amount of costs shall be  
23 immediately due and payable. Failure to pay the ordered reimbursement, or any agreed upon  
24 payment, may constitute a violation of the probation order. The filing of bankruptcy by  
25 Respondent shall not relieve Respondent of his responsibility to reimburse the Board. If  
26 Respondent is in default of his responsibility to reimburse the Board, the Board will collect cost  
27 recovery from the Franchise Tax Board, the Internal Revenue Service or by any other means of  
28 attachment of earned wages legally available to the Board. Failure to fulfill the obligation could

also result in attachment to the Department of Motor Vehicle registrations and/or license renewals.

6. OBEY ALL LAWS Respondent shall obey all federal, state and local laws, and statutes and regulations governing the practice, inspections and reporting, of physical therapy in California and remain in full compliance with any court ordered criminal probation.

7. COMPLIANCE WITH ORDERS OF A COURT The respondent shall be in compliance with any valid order of a court. Being found in contempt of any court order is a violation of probation.

8. QUARTERLY REPORTS Respondent shall submit quarterly declarations under penalty of perjury on forms provided by the Board, stating whether there has been compliance with all the conditions of probation.

9. PROBATION MONITORING PROGRAM COMPLIANCE Respondent shall comply with the Board's probation monitoring program.

10. INTERVIEW WITH THE BOARD OR ITS DESIGNEE Respondent shall appear in person for interviews with the Board, or its designee, upon request at various intervals.

11. NOTIFICATION OF PROBATIONER STATUS TO EMPLOYERS The respondent shall notify all present or future employers, or supervisors at the facilities where care is provided when the employer is a registry or temporary services agency, of the reason for and the terms and conditions of the probation by providing a copy of the Initial Probationary License, Statement of Issues, Accusation and the Decision and Order, or Stipulated Settlement to the employer, and submit written employer confirmation of receipt to the Board within 10 days. The notification(s) shall include the name, address and phone number of the employer, and, if different, the name, address and phone number of the work location.

12. NOTIFICATION OF CHANGE OF NAME OR ADDRESS The respondent shall notify the Board, in writing, of any and all name and/or address changes within ten (10) days.

13. PROHIBITED USE OF ALIASES Respondent may not use aliases and

1 shall be prohibited from using any name which is not him legally-recognized name or based upon  
2 a legal change of name.

3           14.     INTERMITTENT WORK   If the respondent works less than 192 hours as  
4 a physical therapist or a physical therapist assistant in the physical therapy profession in a period  
5 of three months, those months shall not be counted toward satisfaction of the probationary  
6 period. The respondent shall notify the Board if he works less than 192 hours in a three month  
7 period.

8           15.     TOLLING OF PROBATION   The period of probation shall run only  
9 during the time respondent is practicing or performing physical therapy within California. If,  
10 during probation, respondent does not practice or perform within California, respondent is  
11 required to immediately notify the probation monitor in writing of the date that respondent is  
12 practicing or performing physical therapy out of state, and the date of return, if any. Practicing or  
13 performing physical therapy by the respondent in California prior to notification to the Board of  
14 the respondent's return will not be credited toward completion of probation. Any order for  
15 payment of cost recovery shall remain in effect whether or not probation is tolled.

16           16.     VIOLATION OF PROBATION   If respondent violates probation in any  
17 respect, the Board, after giving respondent notice and the opportunity to be heard, may revoke  
18 probation and carry out the disciplinary order that was stayed. If an accusation or petition to  
19 revoke probation is filed against respondent during probation, the Board shall have continuing  
20 jurisdiction until the matter is final, and the period of probation shall be extended until the matter  
21 is final.

22           17.     REQUEST TO SURRENDER LICENSE DUE TO RETIREMENT,  
23 HEALTH OR OTHER REASONS   Following the effective date of this probation, if respondent  
24 ceases practicing or performing physical therapy due to retirement, health or other reasons or is  
25 otherwise unable to satisfy the terms and conditions of probation, respondent may request to  
26 surrender his license to the Board. The Board reserves the right to evaluate the respondent's  
27 request and to exercise its discretion whether to grant the request or to take any other action  
28 deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the

tendered license, the terms and conditions of probation shall be tolled until such time as the license is no longer renewable, the respondent makes application for the renewal of the tendered license or makes application for a new license.

18. PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY ASSISTANT WORK WHILE ON PROBATION It is not contrary to the public interest for the respondent to practice and/or perform physical therapy assistant work under the probationary conditions specified in the disciplinary order. Accordingly, it is not the intent of the Board that this order, the fact that the respondent has been disciplined, or that the respondent is on probation, shall be used as the sole basis for any third party payer to remove respondent from any list of approved providers.

19. COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF RESTITUTION Respondent shall not violate any terms and conditions of criminal probation and shall be in compliance with any restitution ordered, payments or other orders.

20. CALIFORNIA LAW EXAMINATION - WRITTEN EXAM ON THE LAWS AND REGULATIONS GOVERNING THE PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY Within 90 Days of the effective date of this decision, respondent shall take and pass the Board's written examination on the laws and regulations governing the practice of physical therapy in California. If respondent fails to pass the examination, respondent shall be suspended from the practice of physical therapy until a repeat examination has been successfully passed.

21. COMPLETION OF PROBATION Upon successful completion of probation, respondent's license shall be fully restored.

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ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Mitchell Green. I understand the stipulation and the effect it will have on my Physical Therapy Assistant License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Physical Therapy Board of California.

DATED: January 10, 2007.

Original Signed By:  
ANDREW GALYUK  
Respondent

I have read and fully discussed with Respondent Andrew Galyuk the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: January 10, 2007.

Original Signed By :  
MITCHELL GREEN  
Attorney for Respondent

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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Physical Therapy Board of California of the Department of Consumer Affairs.

DATED: January 10, 2007

EDMUND G. BROWN JR., Attorney General  
of the State of California  
  
JOSE R. GUERRERO  
Supervising Deputy Attorney General

Original Signed By:  
CATHERINE E. SANTILLAN  
Senior Legal Analyst  
  
Attorneys for Complainant

DOJ Matter ID: SF2006401886  
Galyuk Stipulated Decision.wpd

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3 **BEFORE THE**  
4 **PHYSICAL THERAPY BOARD**  
5 **DEPARTMENT OF CONSUMER AFFAIRS**  
6 **STATE OF CALIFORNIA**

7 In the Matter of the Accusation  
8 Against:

9 Andrew Galyuk

Case #: 1D 2005 64334

OAH No.: N2006110293

10 The foregoing Stipulated Settlement & Disciplinary Order, in case number 1D  
11 2005 64334 , is hereby adopted by the Physical Therapy Board, Department of  
12 Consumer Affairs, State of California.

13 This decision shall become effective on March 28, 2007 .

14 It is so ordered this February 26, 2007 .

15 Original Signed By:  
16 Nancy Krueger, P.T., President  
17 Physical Therapy Board  
18 of California  
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